

BK 1555 PG 0233

RECORDATION REQUESTED BY:

STATE MS.-DE SOTO CO.
FILED

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WHEN RECORDED MAIL TO:
 PREPARED BY/RETURN TO:
 BRIAN L. DAVIS, ATTORNEY
 919 FERNCLIFF COVE, SUITE 1
 SOUTHAVEN, MS 38671
 601-393-8542
 FILE: 02-445

BK 1555 PG 233
 W.E. DAVIS CH. CLK.

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This Subordination Agreement prepared by:

Union Planters Bank, National Association
 P. O. Box 2127
 Memphis, TN 38101-2127

SUBORDINATION AGREEMENT - MORTGAGE

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT dated 08/22/02 is entered into among
Marshall Galloway and Shari Galloway

UNION PLANTERS BANK, NATIONAL ASSOCIATION ("Borrower"),
Bank, National Association ("Lender"). ("Mortgagee") and Union Planters

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations (the "Subordinated Indebtedness") to ("Mortgagor"):

SUBORDINATED MORTGAGE. The Subordinated Indebtedness is secured by a mortgage dated MARCH 13, 2002
 from Mortgagor to Mortgagee (the "Subordinated Mortgage"). RECORDED IN TRUST DEED BOOK 1479, Page 317

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property")
 located in DeSoto County, State of Mississippi:

Lot 29, Part II, Nesbit Estates Subdivision, in Section 30, Township 2 South, Range 7 West, DeSoto
 County, Mississippi, as per plat thereof recorded in Plat Book 27, Page 19, in the Office of the
 Chancery Clerk of DeSoto County, Mississippi.

The Real Property or its address is commonly known as 1075 Wooten Road, Nesbit, MS 38651 The Real
 Property Tax identification number is 2079-3008.0-00029.00

REQUESTED FINANCIAL ACCOMMODATIONS. Borrower, who may or may not be the same person as Mortgagor, and Mortgagee
 each want Lender to provide financial accommodations to borrower (the "Superior Indebtedness") in the form of (a) new credit or loan advances,
 (b) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (c) other benefits to
 Borrower. Now, therefore, Borrower and Now, therefore, Borrower and Mortgagee each represent and acknowledge to Lender that Mortgagee will

SUBORDINATION AGREEMENT - MORTGAGE

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benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Agreement.

LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required that its mortgage or other lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Mortgage.

NOW THEREFORE THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured thereby is hereby subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is hereby agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee represents and warrants to Lender that: (a) no representations or agreements of any kind have been made to Mortgagee which would limit or qualify in any way the terms of this Agreement; (b) this Agreement is executed at Borrower's request and not at the request of Lender; (c) Lender has made no representation to Mortgagee as to the creditworthiness of Borrower; and (d) Mortgagee has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Mortgagee agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Mortgagee's risks under this Agreement, and Mortgagee further agrees that Lender shall have no obligation to disclose to Mortgagee information or material acquired by Lender in the course of its relationship with Borrower.

MORTGAGEE'S WAIVERS. Mortgagee waives any right to require Lender: (a) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (b) to make any presentment, protest, demand, or notice of any kind, including notice of any non-payment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or non-action on the part of the Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (c) to resort for payment or to proceed directly or at once against any person, including Borrower; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (e) to give notice to the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (f) to pursue any other remedy within Lender's power; or (g) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Mortgagee: (a) make one or more additional secured or unsecured loans to Borrower; (b) repeatedly alter, compromise, renew, extend, accelerate or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (c) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (d) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (e) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (f) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (g) assign this Agreement in whole or in part.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Agreement shall remain in force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall be a default under the terms of the Superior Indebtedness to Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Applicable Law. This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. If there is a lawsuit, Mortgagee and Borrower agree upon Lender's request to submit to the jurisdiction of the courts of St. Clair County, State of Illinois. This Agreement shall be governed by and construed (a) as requiring Lender to grant to Borrower or to Mortgagee any financial assistance or other accommodations, or (b) as limiting or precluding Lender from the exercise of Lender's own judgment and discretion about amounts and times of payment in making loans or extending accommodations to Borrower.

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by Lender, Borrower, and Mortgagee.

Attorney's Fees; Expenses. Mortgagee and Borrower agree to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Mortgagee and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses including Lender's attorneys' fees and legal expenses incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Mortgagee and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Mortgagee and Borrower also shall pay all court costs and such additional fees as may be directed by the court.

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Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement, and the covenants of Borrower and Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

Waiver. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Mortgagee, shall constitute a waiver of any of Lender's rights or of any of Mortgagee's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION AGREEMENT - MORTGAGE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS.

BORROWER:

X Marshall Galloway
Marshall Galloway

X Shari Galloway
Shari Galloway

MORTGAGEE:

X Gregory L. Ly

LENDER:

Union Planters Bank, National Association

By: Gregory L. Ly
Authorized Officer

SUBORDINATION AGREEMENT - MORTGAGE

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF

MS

COUNTY OF

DESOTO

On this day before me, the undersigned Notary Public, personally appeared

Nashville Galloway wife

and who executed the Subordination Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

27

day of

August

By

Nashville Galloway

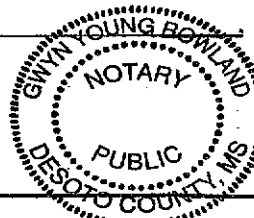
Residing at

Desoto County

Notary Public in and for the State of

MS

My commission expires



Notary Public State of Mississippi
At Large
My Commission Expires
June 26, 2005
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this day before me, the undersigned Notary Public, personally appeared

to me known to be the individuals described in and who executed the Subordination Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

day of

By

Residing at

Notary Public in and for the State of

My commission expires

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LENDER ACKNOWLEDGMENT

STATE OF

MS

COUNTY OF

Desoto

On this

22

day of

August, 2002

before me, the undersigned Notary Public, personally appeared

Gregory L. Givens

and known to me to be the Vice President

authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By

Augustine Garland

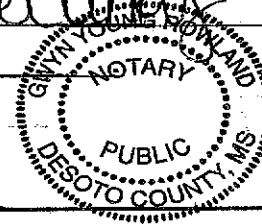
Residing at

Desoto County, MS

Notary Public in and for the State of

MS

My commission expires



Notary Public State of Mississippi
At Large
My Commission Expires
June 26, 2005
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

SUBORDINATION AGREEMENT - MORTGAGE
(Continued)

MORTGAGEE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

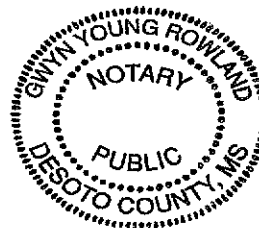
On this 22 day of August, 2002 before me, the undersigned Notary Public, personally appeared Eregony L. Givley and known to me to be the Vice-President and authorized agent for the Mortgagee that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Mortgagee, duly authorized by the Mortgagee through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath states the he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of the Mortgagee.

By: Gwyn Young Rowland

Residing at: Desoto County

Notary Public in and for the State of Mississippi

My Commission Expires:



Notary Public State of Mississippi
At Large
My Commission Expires
June 26, 2005
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.